

DAWSONS

LAWYERS & NOTARIES

These Standard Terms of Engagement (Terms) apply to any current engagement and also to any future engagement, whether or not we send you another copy of them.

Our Duties to you

At all times we will act competently and in a timely way and in accordance with the Rule of Conduct and Client Care for Lawyers which govern the practice of law. All advice we give to you will be based on our best professional judgment but should not be taken as a guarantee of any particular outcome, as, among other things we will be relying on the completeness of your instructions, the accuracy of the information provided to us and the actions taken by any other parties involved.

Services

The services we are to provide for you (the Services) are outlined in our letter of engagement along with any further instructions that you provide to us in writing (or that we record in writing).

Usually one Partner, Solicitor or Legal Executive will have overall responsibility for the work we do for you. We will advise you who that person is, and if others are involved.

Conflict of Interest

Sometimes a conflict of interest may arise for example where we are acting for the vendor and you become the purchaser. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Rules of Conduct and Client Care for Lawyers. This usually means we are unable to act for one of the clients or both clients.

Confidentiality

As part of our continuing effort to improve the services we offer, we collect and store certain information about you. This helps make sure we send letters and invoices to you at the right address. It also helps us to send you information about services we offer and information on legal topics likely to be of interest or importance to you. Most importantly, it helps alert us to any potential conflict of interest we might have in acting both for you and for any of our other clients. We may collect the information either from you or from other people as a result of providing our services. You have the right to access any information we hold about you and to ask for it to be corrected or updated. Any information about you that we collect and store always remains confidential and will, except to the extent required by law or permitted by the Rules of Conduct and Client Care for Lawyers, be used only for the purposes outlined in these terms of engagement or in carrying out your instructions to us.

How you can help us

We will always do our best to be available to you, and to provide quality services promptly and in an economical manner. You can help us to do this by:

- Giving us clear instructions in writing wherever possible
- Answering all our questions promptly.
- Telling us if you have any important time limits.

- Asking if you are not sure about anything for example our fees.
- Keeping in regular communication with us – please ask us for a progress report if you are concerned about anything.
- Telling us if you have changed your email-address or contact phone numbers.

Our Fees

Our fees take into account a number of factors including the time and result achieved, (We will provide you with our staff members' hourly rates on request), the complexity, urgency, importance, skill, specialised knowledge, responsibility and risk involved and our staff members' experience and ability.

Disbursements and Third Party Expenses

In providing the Services we may incur disbursements and payments to third parties on your behalf. You authorise us to incur these disbursements (which may include such items such as search fees, court filing fees, registration fees and travel and courier charges) which are reasonably necessary to provide the Services. You also authorise us to make payments to third parties on your behalf which are reasonably required to undertake the Services (which may include items such as experts' costs or counsel's fees). These will be included in our invoice to you, shown as "disbursements" when the expenses are incurred (or in advance when we know we will be incurring them on your behalf).

Office Service Charge Fee (Administrative expenses) In addition to disbursements, we may charge a fee of \$51.75 to cover out of pocket costs which are not included in our fee and which are not recorded as disbursements. These include items such as photocopying and printing, postage and phone calls.

Fees and disbursements in advance

We may ask you to pre-pay amounts to us, or to provide security for our fees and expenses. We may do this, on reasonable notice, at any time.

Fee Estimates

You may request an estimate of our fee for undertaking the Services at any time. If possible we will provide you with an estimate (which may be a range between a minimum and a maximum amount or for a particular task or step). An estimate is not a quote. Any significant assumptions included in the estimate will be stated and you must tell us if those assumptions are wrong or change. We will inform you if we are likely to exceed the estimate by any substantial amount. Unless specified, an estimate excludes GST, disbursements and expenses.

Legal Aid

You may be eligible for legal aid. We reserve the right to decide whether or not to act for you on any legally aided matter. Please advise us if you are considering applying for legal aid. We will then advise you whether we would be willing to work on that matter on a legally aided basis.

Monthly Billing

It is our practice to interim bill fees on a monthly basis, depending on the nature and amount of work being done,

so that you can monitor closely our fees, expenses and disbursements. We will always send a final account following completion of the work and a trust account statement if we have handled funds on your behalf. Our account may include an amount to cover future disbursements we anticipate incurring on your behalf. Each account will include a summary of the work we have completed for you. If you need further details for your records please just ask. Second and subsequent accounts relating to the same ongoing work will not normally include any amount remaining unpaid from any earlier invoice. We may sometimes require a retainer form you before commencing or continuing work.

Payment of Accounts

Unless we have made a different arrangement with you, payment in full of any account is due within 7 days following receipt. If you, as our client, comprise more than one person (e.g. business partners or a married couple) each of you is separately responsible for paying all amounts owing to us. When we are holding money on your behalf in our trust account, we may draw on that money for our fees and disbursements once you have our account. You authorise us to deduct our fees and disbursements from any property settlement, judgment, bank loan or other money received by us on your behalf.

Delay or difficulty in paying our Accounts

If you anticipate having difficulty paying an account on time, please immediately contact the lawyer who sent you the account. We may make an arrangement with you to pay by instalments. We reserve the right to charge interest on any invoice remaining unpaid after the due date unless prior arrangements have been made. Interest is calculated at the rate of 2% per month (including GST) on the outstanding balance. We would also normally stop doing any further work until the account is paid. In the event we need to take recovery action from you, you will be liable to reimburse us for our costs of taking that action (including lawyers and debt collector's fees).

Credit Checks

By instructing us, you authorise us to carry out reasonable credit checks and to allow anyone we contact to provide us any information about you that we reasonably request as part of our credit checks. You also authorise us to provide information about you to credit agencies about any account that is overdue for payment.

Confirming your Identity

We are required to comply with all laws binding on us in all applicable jurisdictions, including:

- the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (AML/CFT Act); and
- the United States Foreign Account Tax Compliance Act, the intergovernmental agreement between the United States and New Zealand relating to it, and relevant provisions of the Tax Administration Act 1994 (together, FATCA).

We will perform customer due diligence and account monitoring, keep records, and report any unusual or suspicious transactions where required by the AML/CFT Act, FATCA, or any other law.

We may also be required to assist any bank or other entity with whom we transact as your agent, or with

whom we deposit money on trust for you, to comply with that entity's legal obligations in any jurisdiction. We will periodically advise you what information and documents are required for these purposes. These may relate to you, any other relevant person (eg any beneficial owner), the source of funds, the transaction, the ownership structure, tax identification details, and any other relevant matter. Please provide the information and documents promptly.

We may retain the information and documents, provide them to a bank or other entity (where applicable) to deal with in accordance with their terms, and disclose them to any law enforcement or regulatory agency or court as required by law.

We or the bank or other entity (as the case may be) may:

- suspend, terminate, or refuse to enter into a business relationship;
- delay, block, or refuse to process a transaction (including by refusing to handle and deposit money on trust for you); and
- report a transaction,

without notice if:

- the required information or documents are not provided; or
- it is suspected that the business relationship or transaction is unusual, may breach any applicable law, or may otherwise relate to conduct that is illegal or unlawful in any country.

Financial assurance scheme

The receipt, holding and disbursement of investment money on your behalf is subject to inspection pursuant to regulations made under the Lawyers and Conveyancers Act 2006

Money held in trust for you

We operate a trust account. All money received from you or on your behalf will be held to your credit in our trust account.

Payments out of the trust account will be made either to you or to others with your authority. Written authorisation from you (and if we are acting for more than one of you, from all of you) will be required when payment is to be made to a third party. Before making a payment to another account we may require verification of the account details by provision of (for example) a copy of a deposit slip, cheque or bank statement showing the account number, a signed authority from you including the bank account details, or a signed letter from the relevant financial institution providing bank account details. We may also require you to verify your account details over the phone where bank account details have been provided to us by email.

A full record of our trust account is kept at all times. A statement of trust account transactions detailing funds received and payments made on your behalf will be provided to you periodically and at any time upon your request.

Unless it is not reasonable or practicable to do so, when we hold significant funds for you for more than a short period of time we will place them on call deposit with ASB Bank

Limited, subject to your having completed to the bank's satisfaction any request for information relating to the deposit or certification required by the bank. Interest earned from call deposits, less withholding tax and an interest administration fee payable to us of 7.5% of the interest, will be credited to you. If we have your IRD number, you can elect to have withholding tax deducted at your applicable rate. If we do not have your IRD number, it will be deducted at the applicable IRD default rate. (Which may be higher than your actual rate).

Duty of Care

Our duty of care is to you and not to any other person. We owe no liability to any other person, including for example any directors, shareholders, associated companies, employees or family members unless we expressly agree in writing. We do not accept any responsibility or liability whatsoever to any third parties who may be affected by our performance of the Services or who may rely on any advice we give, except as expressly agreed by us in writing.

Our advice is not to be referred to in connection with any prospectus, financial statement, or public document without our written consent.

Our advice is opinion only, based on the facts known to us and on our professional judgement, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

Our advice relates only to each particular matter in respect of which you engage us. Once that matter is at an end, we will not owe you any duty or liability in respect of any related or other matters unless you specifically engage us in respect of those related or other matters.

Unless otherwise agreed, we may communicate with you and with others by electronic means. We cannot guarantee that these communications will not be lost or affected for some reason beyond our reasonable control, and we will not be liable for any damage or loss caused thereby.

Professional indemnity insurance

We hold professional indemnity insurance that exceeds the minimum standards specified by the New Zealand Law Society. We will provide particulars upon request.

Limitations on our Obligations or Liability

To the extent allowed by law, our aggregate liability to you (whether in contract, tort, equity or otherwise) in connection with our Services is limited to the amount available to be payable under the Professional Indemnity Insurance held by the firm.

Lawyer's fidelity fund

The New Zealand Law Society maintains the Lawyers Fidelity Fund for the purposes of providing clients of lawyers with protection against pecuniary loss arising from theft by lawyers. The maximum amount payable by the fidelity fund by way of compensation to an individual claimant is limited to \$100,000. Except in certain circumstances specified in the Lawyers and Conveyancers Act 2006 the Fidelity Fund does not cover a client for any loss relating to money that a lawyer is instructed to invest on behalf of the client.

Storing files and trust account records

You agree that we may convert your file into an electronic format. We will store your file for at least 7 years after the date of our final correspondence. After that, we may destroy your file (we may destroy a paper file earlier if we have converted it into an electronic format). This does not include any documents we agree to hold for you in safe custody. Records of all investment money and investment property will be kept in accordance with the Lawyers and Conveyancers Act (Trust Account) Regulations 2008 and the Privacy Act 1993. Records of your transactions through our trust account are stored in computerised form. You may have access to all records relating solely to your investment money and investment property without charge during normal business hours. Any investment money or investment property we receive on your behalf cannot be used for the benefit of anyone other than you unless you owe us money in which case we may deduct the amount due from investment money we hold for you.

Resolving Complaints

If you have a question about an account we send you or if you are unhappy with any other aspect of our work please tell us about it straight away. A partner will investigate whatever it is you are unhappy about and contact you to discuss it. This will be at no extra cost to you. Generally, complaints can be resolved with little inconvenience or formality. The New Zealand Law Society operates the Lawyers Complaints Service and you are able to make a complaint to that service. To do so, phone 0800 261 801 and you will be connected to the nearest Complaints Service Office, which can provide information and advice about making a complaint.

Termination of Legal Services

You may terminate our services at any time upon giving us written notice. Following payment of all your accounts we will then release to you all files, papers and money we hold for you. We may withdraw our services with your consent, for good cause. (Failure to pay an account) or by an order of a Court upon giving you written notice.

Consumer Guarantees Act

You agree that if you are instructing us to do work for the purposes of a business as defined in the Consumer Guarantees Act 1993 then the provisions of the that Act do not apply to this agreement

Rules of Conduct and Client Care

Below is copy of the Client Care and Service Information Obligations set out in the Rules of Conduct and Client Care for Lawyers:

Whatever legal services we are providing you we must:

- Act competently, in a timely way, and in accordance with your instructions received and arrangements made;
- Protect and promote your interests and act for you free from compromising influences or loyalties;
- Discuss with you your objectives and how they should best be achieved;
- Provide you with information about the work to be done, who will do it and the way the services will be provided;
- Charge you a fee that is fair and reasonable and let you know how and when you will be billed;
- Give you clear information and advice;
- Protect your privacy and ensure appropriate confidentiality;

- Treat you fairly, respectfully, and without discrimination;
- Keep you informed about the work being done and advise you when it is completed;
- Let you know how to make a complaint and deal with any complaint promptly and fairly.

These obligations are subject to overriding duties, including duties to the courts and to the justice system.

Feedback and complaints

If you would like to comment on any aspect of the service provided by us or have any concerns or complaint about the services you have received from our firm please contact the Partner responsible for your matter. We will inquire into your complaint and endeavour in good faith to resolve the matter with you in a way that is fair to all concerned.

If we have been unable to resolve a complaint or concern you may contact:

The Lawyers Complaints Service

Phone: 0800 261 801

[Website:www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form](http://www.lawsociety.org.nz/for-the-community/lawyers-complaints-service/concerns-form)

If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

If we change these Terms of Engagement at any time we will send you the updated terms.

Our obligations under these Terms of Engagement and our duties of care are owed to you and not to any other person.

